

## **PREAMBLE**

This agreement (hereinafter referred to as the “Agreement”) has been made and entered into by and between the State of Illinois, Departments of Central Management Services and Human Services (hereinafter referred to as the “State”) and the Service Employees International Union, Local 880, AFL-CIO (hereinafter referred to as the “Union”). The Union and the State recognize the unique employment arrangement of Personal Assistants (hereinafter referred to as “Personal Assistants”) and Customers (hereafter referred to as “Customers”) receiving services in the Department of Human Services, Office of Rehabilitation Services, Home Services Program (hereafter referred to as the “Home Services Program or HSP”), nor will this Agreement in any way diminish the Customers’ control over the hiring, in-home supervision, and termination of Personal Assistants within the limits set by the Home Services Program. Personal Assistants are not State employees for purposes of eligibility to receive statutorily mandated benefits, including but not limited to, workers’ compensation, retirement and health insurance.

## **DEFINITION OF TERMS**

The following terms shall be interpreted as indicated below when used in this Agreement:

- a) "State" refers to the Director of Central Management Services, Secretary of the Department of Human Services, or their representatives collectively or singly, as the context may require.
- b) "Customer" refers to anyone who has been referred to the Home Services Program for a determination of eligibility for services; has applied for services through the Home Services Program; is receiving services through the Home Services Program; or has received services through the Home Services Program.
- c) "Personal Assistant" refers to an individual hired by a Customer who may perform household tasks, shopping or personal care; incidental health care tasks which do not require independent judgment, with the permission of the Customer's physician, Customer, and/or family; and monitoring to ensure the health and safety of the Customer.
- d) "Union" refers to Service Employees International Union, Local 880.

## **ARTICLE I. UNION RECOGNITION**

### **Section 1. Union Recognition**

The State recognizes SEIU, Local 880, as the sole and exclusive bargaining representative of all Personal Assistants.

### **Section 2. Integrity of the Bargaining Unit**

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it. Subject to the provisions of this Agreement, the State will continue to endeavor to assign bargaining unit work to bargaining unit employees. No action taken by the Customer shall be considered erosion of the bargaining unit.

## **ARTICLE II. NON-DISCRIMINATION**

The State agrees not to discriminate against any Personal Assistant on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, disability, or for other non-merit factors. Nothing in this section shall limit the rights of Customers as provided for in Article VI.

### **ARTICLE III. DIGNITY AND RESPECT**

Personal Assistants, the State and the Union will treat each other with dignity and respect.

## **ARTICLE IV. UNION RIGHTS**

### **Section 1. Union Exclusivity**

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to all terms and conditions of employment of Personal Assistants working under the Home Services Program that are within the State's control. Nor shall the State negotiate with Personal Assistants over terms and conditions of employment within the State's control.

### **Section 2. Union Activity**

The State agrees that no Personal Assistant shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, on account of membership or non-membership in, or lawful activities on behalf of the Union.

### **Section 3. Neutrality**

The State and its managerial and supervisory staff shall remain neutral on the question of whether Personal Assistants should join and be represented by the Union. All questions addressed to the State or its staff by Personal Assistants concerning membership in or representation by the Union will be referred to the Union.

### **Section 4. Lists**

In order to assist in the communication process, the State will provide a list of names, addresses, telephone numbers (if available), and zip codes of all Personal Assistants electronically on a monthly basis to the Union. The list will indicate whether or not the Personal Assistant is a member of the Union and will indicate the amount of Union dues or initiation fees deducted from the Personal Assistant's payment that month. The State will also send to the Union each month a list of Personal Assistants who began providing services during the previous month with the same information and in the same format as the full list described above.

### **Section 5. Union Orientation**

The Union shall be permitted to conduct its orientation as part of an informational meeting for new Personal Assistants. The Personal Assistants' participation in such meeting shall be voluntary.

### **Section 6. Bulletin Boards**

The Union shall be allowed to provide and maintain a reasonably sized bulletin board at each Rehabilitation Services Field Office. Items posted shall not be political, partisan or defamatory in nature.

### Section 7. Notices

The State will provide to the Union a copy of any notice provided by the State to any Personal Assistant.

### Section 8. Union Representatives

The Union shall notify the State of the names of its official representatives and changes in such representatives. The list and updates shall be sent to the Department of Central Management Services, Division of Employee and Labor Relations. The Union shall notify the Department of Human Services, Bureau of Labor Relations of the names of stewards selected by the Union at the beginning of the fiscal year. Stewards shall receive no compensation for time spent engaging in activities as a Steward.

## **ARTICLE V. MANAGEMENT RIGHTS**

### **Section 1. Rights Residing with the State**

The State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State and the State has the right to decide and implement its decisions regarding such rights without negotiating about the decision and/or effects of those decisions. Examples of the rights reserved solely to the State, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the State; to establish the State's missions, programs, objectives, activities and priorities; to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; to manage, direct, and control all of the State's activities to deliver programs and services; to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out; to make, extend, limit and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations, corporations or individuals; to determine the State's organization; to take whatever actions the State deems necessary to carry out services when the State determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the State to more efficiently and effectively provide services.

### **Section 2. Non-Waiver**

The above enumerations of the State's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.



## **ARTICLE VI. CUSTOMER RIGHTS**

### **Section 1. Customer Rights**

Customers have the sole and undisputed right to hire, and supervise the work of any Personal Assistant and to terminate without cause and without notice any Personal Assistant. Customers shall retain the right to direct services rendered by the Personal Assistant, train the Personal Assistant, and determine under what circumstances anyone may enter their homes.

### **Section 2. Information Regarding Customers**

The Union shall neither seek nor receive information from the State regarding the name, address, phone number or any other personal information regarding Customers. Union representatives and Personal Assistants shall maintain strict standards of confidentiality regarding Customers and shall not disclose personal information pertaining to Customers obtained from any source unless the disclosure is with the express written consent of the Customer or compelled by the legal process or otherwise required by law.

### **Section 3. Union Access**

Union Representatives shall not conduct Union business, including business related to the enforcement of this Agreement, or contact in person or via telephone Personal Assistants at the home of the Customer, unless the Personal Assistant's primary residence is that of the Customer or the Personal Assistant has the written consent of the Customer to conduct Union business at their home.

### **Section 4. Non-Waiver**

The above enumerations of the Customer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Customer shall not be construed to mean that any right of the Customer is waived. No action taken by the Customer with respect to this Article shall be subject to the grievance procedure.

### **Section 5. Mediation between Customers and Personal Assistants**

The State, in consultation with the Union and Customers (or Customers' representatives), will develop a voluntary process to attempt to mediate or resolve disputes that may arise between Personal Assistants and Customers.

## **ARTICLE VII. WAGES**

- a) On August 1, 2003, the pay rates for all Personal Assistants shall be increased by \$0.15 to \$7.15 per hour worked.
- b) On January 1, 2004, the pay rates for all Personal Assistants shall be increased by \$0.10 to \$7.25 per hour worked.
- c) On August 1, 2004, the pay rates for all Personal Assistants shall be increased by \$0.25 to \$7.50 per hour worked.
- d) On August 1, 2005, the pay rates for all Personal Assistants shall be increased by \$0.35 to \$7.85 per hour worked.
- e) On August 1, 2006, the pay rates for all Personal Assistants shall be increased by \$0.50 to \$8.35 per hour worked.
- f) On August 1, 2007, the pay rates for all Personal Assistants shall be increased by \$1.00 to \$9.35 per hour worked.

## **ARTICLE VIII. LABOR/MANAGEMENT COMMITTEE MEETINGS**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss matters of mutual concern, the agency head and/or his/her designee shall meet, as may be reasonably necessary, with representatives of the Union. The parties shall exchange agendas one (1) week prior to the scheduled meeting.

## **ARTICLE IX. HEALTH AND SAFETY**

To enhance the services provided by Personal Assistants pursuant to the Home Services Program, the State and the Union agree to establish a joint committee to explore increased training for Personal Assistants and study health and safety issues for Personal Assistants.

When gloves are not available at the Customer's residence, a Personal Assistant may request and receive them from the State.

## **ARTICLE X. PAYROLL/WITHOLDING**

### **Section 1. Timely Payment**

Paychecks shall be issued in a timely manner on a bi-monthly basis. Pay periods shall run from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) and the sixteenth (16<sup>th</sup>) through the last day of the month. Personal Assistants must submit their time sheets (calendars) within five (5) state workdays after the end of the pay period in order to ensure timely payment. The Customer's signature (or that of the authorized signatory or the Power of Attorney) must be on the time sheet in order to be processed for payment.

### **Section 2. Direct Deposit**

Each Personal Assistant shall have the right and shall be encouraged to have his/her paycheck issued via Direct Deposit. It is the responsibility of each Personal Assistant to notify the Home Services Program of any changes to their account.

### **Section 3. Payroll Tax Withholding**

The State, as pay agent, and consistent with the authorization from the IRS or other appropriate taxing authority, will deduct all applicable Federal, State, and local taxes from the check of any Personal Assistant, as required by law and/or where the Personal Assistant completes and returns to the State the appropriate forms from the taxing authority. These deductions shall begin within the time required by law, or, where there is no legal requirement, within 30 days following the request.

### **Section 4. Accurate Payment**

Personal Assistants are entitled to receive accurate payment for services authorized and rendered. To promote an accurate payroll system, the State and the Union shall work together to identify causes of and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues.

### **Section 5. Payroll Deductions**

a. Upon receipt by the State, as pay agent and in conformance with applicable State and Federal laws and regulations, of written authorization from the Personal Assistant, union dues and initiation fees shall be deducted from the Personal Assistant's wages and remitted to the Union. The Union shall advise the State of any increases in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The State shall continue to make such deductions, except where the authorization is revoked by the Personal Assistant.

b. Upon receipt by the State of written authorization (supplied by the Union) from the Personal Assistants, contributions to PowerPAC, or entities for which payments could be authorized pursuant to the Section 4 of the State Salary and Annuity Withholding Act (5

ILCS 365/1 et seq.), in an amount specified by the Personal Assistant on the authorization card shall be deducted by the State, as pay agent, from payments made to the Personal Assistant and remitted to the designated entity. The State, as pay agent, shall continue to make such deductions, except where the authorization is revoked by the Personal Assistant.

c. A Personal Assistant who has previously authorized payroll deductions pursuant to prior agreements between the State and the Union shall continue to have such deductions made and shall not be required to re-authorize such deductions unless the Personal Assistant has specifically authorized revocation of deductions or the Personal Assistant has been off the payroll for two (2) years.

#### Section 6. Fair Share

Effective on the pay period beginning November 1, 2003, all Personal Assistants who are not members of the Union shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. The Union shall certify the Personal Assistants' monthly proportionate share to the State and the State shall deduct said amount from the wages of the Personal Assistants and remit it to the Union. The Union shall indemnify, defend, and hold the State harmless against any claim, demand, suit or liability arising from any action taken by the State in complying with this section.

#### Section 7. Revocation

All Personal Assistants covered by this Agreement who have signed Union dues checkoff cards prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the Comptroller. Any revocation card shall be sent directly to the Department of Human Services, Bureau of Labor Relations. The State will promptly send copies to the Union of signed revocation cards for each Personal Assistant who revokes his/her Union membership.

## **ARTICLE XI. GRIEVANCE PROCEDURE**

### **Section 1. Definition**

- A. A grievance shall mean a dispute regarding the meaning or implementation of a specific provision of this Agreement brought by the Union or a Personal Assistant. Neither the Union nor the Personal Assistant can grieve the hiring or termination of the Personal Assistant, reduction in the number of hours worked by the Personal Assistant or assigned to the Customer, and/or any action taken by the Customer.
- B. Grievances may be processed by the Union on behalf of itself, a Personal Assistant, or a group of Personal Assistants. The Personal Assistant is entitled to Union representation at each and every step of the grievance procedure and the Union shall have the right to have the grievant or grievants present at any step of the grievance procedure, if a meeting is held, and at arbitration. The resolution of a grievance filed on behalf of a group of Personal Assistants shall be made applicable to the appropriate employees within that group.
- C. Both the Union and the State will work to resolve problems as quickly as possible and at the lowest possible step of the grievance procedure.

### **Section 2. Grievance Procedure**

Participation in the grievance procedure in any capacity shall be done solely on the Personal Assistant's own time. Grievances must be filed with and received by the State within ten (10) calendar days from the date the Union or the Personal Assistant knew or should have known of the action or inaction that gave rise to the grievance.

#### **Step 1: ORS Field Office**

The grievance shall be reduced to writing and submitted to the ORS Field Office Supervisor or his/her designee. The Supervisor or his/her designee shall have ten (10) calendar days from receipt of the grievance to respond.

#### **Step 2: Bureau Chief of the Home Services Program**

If the grievance is not resolved at Step 1, the Union shall submit the grievance within seven (7) calendar days of the Step 1 response, or of the date such response was due, to the Bureau Chief of the Home Services Program. The Bureau Chief or his/her designee shall have fourteen (14) calendar days to respond to the grievance.

#### **Step 3: Department of Human Services, Bureau of Labor Relations.**

If the grievance is not resolved at Step 2, the Union shall submit the grievance within seven (7) calendar days of the Step 2 response, or of the date such response was due, to the DHS Bureau Chief of Labor Relations. The Bureau Chief or his/her designee shall have twenty-one (21) calendar days to respond to the grievance.

**Step 4A: Department of Central Management Services, Division of Employee and Labor Relations**

If the grievance is not resolved at Step 3, the Union may submit the grievance within seven (7) calendar days of the Step 3 response, or of the date such response was due, to the CMS Division of Employee and Labor Relations. The Union's failure to move the grievance to Step 4A within the prescribed time limits will result in the grievance being resolved pursuant to the Step 3 decision. CMS shall have twenty-one (21) calendar days to respond to the grievance. In the event the parties are unable to reach a resolution, the Union may request in writing within fourteen (14) calendar days of the Step 4A response, or of the date such response was due, that the grievance be submitted to an independent arbitrator.

**Step 4B: Arbitration**

The parties shall jointly select an arbitrator according to mutually agreed rules. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact. The decision and award of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to ignore, add, subtract or modify any of the terms and conditions of this Agreement. The arbitrator shall limit his/her decision solely to the application and interpretation of the relevant provisions of this Agreement. Questions of arbitrability shall be decided by the arbitrator prior to the arbitrator addressing the merits of the grievance. The expenses and fees of the arbitrator shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. The cost of the hearing rooms or verbatim records, if any, shall be split by the parties. Each party shall bear the expenses of its own witnesses.



## **ARTICLE XII. GENERAL PROVISIONS**

### **Section 1. Notification of Address**

Personal Assistants shall notify the Home Services Program of any changes to their address of record. No address of record shall be the address of a Customer, unless it the primary residence of the Personal Assistant, or the Customer gives written consent.

### **Section 2. Printing of the Agreement**

The State shall have copies of this Agreement printed and shall distribute one copy to each new Personal Assistant. It shall be the responsibility of the Union to distribute the Agreement to any Personal Assistant currently providing services under the HSP. The Union shall receive extra copies as they may require and shall pay for the cost of such copies.

### **Section 3. Employment Verification**

Upon the request of a Personal Assistant, the State shall provide written verification of employment.

### **Section 4. Contracting Out**

The State reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors. If, during the term of this Agreement, the State considers a policy that would result in a decrease of the percentage of services provided by Personal Assistants or an increase in the percentage of services provided by private agencies, it shall provide the Union with reasonable advance notice prior to taking any action to implement such a decision and shall thereafter, upon the Union's request, meet for the purpose of discussing the reason for its decision.

### **Section 5. No Strike/No Lockout**

During the term of this Agreement, the Union, its members and representatives shall not engage in, authorize, sanction or support any strike, slowdown or other stoppage of work; nor shall the State during the term of this Agreement engage in any lockout.

### **Section 6. Discipline**

Due to the unique employment arrangement of Personal Assistants and Customers, the Customers have the sole right to supervise, terminate and/or discipline Personal Assistants. In cases where it is necessary to protect the health, welfare or safety of a Customer, to include but not limited to, credible allegations of abuse, neglect or financial exploitation of a Customer by a Personal Assistant, the State reserves the right to condition any future funding upon agreement to a plan of correction between the Customer and the authorized HSP representative assuring Customer welfare and safety.

Any such plan may include restriction of the employment of a particular Personal Assistant or monitoring of services provided by a Personal Assistant. No such action shall be considered discipline that is subject to the grievance procedure or the requirement of an administrative hearing.

## **ARTICLE XIII. TERM OF THE AGREEMENT**

### **Section 1. Entire Agreement**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms. The State and Union, for the duration of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject matter referred to or covered in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **Section 2. Severability**

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

### **Section 3. Term of the Agreement**

This Agreement shall be effective August 1, 2003, and shall remain in full force and effect through December 31, 2007. Thereafter, it shall automatically renew itself from year to year unless at least one hundred and twenty (120) days notice prior to termination, in writing, either party desires to amend, add to, subtract from, or terminate this Agreement.

### **SIDE LETTER**

The State and the Union shall jointly participate in the formation of an advisory committee to explore the feasibility of a statewide Personal Assistant Information Network. The Joint Committee shall consist of up to three (3) representatives of the State and three (3) representatives of the Union. The parties are encouraged to select members who are representative of Customers' interests. The intention of the network, if established, would be to provide Customers, in cases where the Customer does not already have a preferred candidate (or is in need of a backup Personal Assistant and does not already have a preferred candidate), a resource in finding a Personal Assistant. The network, if established, would be a supplemental, optional resource. The network, if established, shall not be construed to be an endorsement of any Personal Assistant and it shall preserve the confidentiality of the Personal Assistants and Customers.

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For the State

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For the Union

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Date

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Date

**SIDE LETTER**

Starting with the regular payroll for the pay period beginning November 1, 2003, Personal Assistants will see their hourly wage reflected as \$7.15 per hour.

The retroactive pay for the wage increase effective August 1, 2003, shall be paid to Personal Assistants via a supplemental payroll. The State will make every effort to ensure that Personal Assistants will receive the retroactive pay the third (3<sup>rd</sup>) week of December 2003.

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For the State

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For the Union

\_\_\_\_\_  
Date

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Date